

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Wildwood Springs Development of Regional Impact – Transportation Proportionate Share Agreement (Staff recommends approval).**

REQUESTED ACTION: Approve Agreement

☐ Work Session (Report Only) **DATE OF MEETING:** 3/22/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Planning

BUDGET IMPACT: NA
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☒ N/A

HISTORY/FACTS/ISSUES:

The Wildwood Springs Development of Regional Impact (DRI) is a proposed large-scale mixed use project within the City of Wildwood. The DRI is located on the south side of C-468 at the connection with US 301. Phase 1 of the DRI is proposed to include the following uses:

850 single-family dwelling units
150 multi-family dwelling units
10,000 square feet of commercial/retail

A requirement of approval of the DRI is for Wildwood Springs, LLC (Developer) to enter into a transportation proportionate share agreement with the City of Wildwood, Sumter County, and the Florida Department of Transportation (FDOT) to mitigate the transportation impacts of Phase 1 of the DRI.

A transportation proportionate share agreement for a DRI is authorized under Chapters 163 and 380, Florida Statutes, and Rule 9J-2, Florida Administrative Code. Generally, a transportation proportionate share agreement identifies the transportation improvements, and the developer's proportionate share of the improvements, required to mitigate the impacts of a DRI. The developer's proportionate share is calculated based on a calculation of the amount of the additional capacity created by the transportation improvements that is consumed by the DRI.

The transportation improvements to mitigate the impacts of Phase 1 of the DRI include:

Safety Improvement to Intersection of US 301 and C-468
Widen US 301 from C-470 (East) to C-470 (West)
Widen C-470 from CR 501 to Florida Turnpike

In addition, there are several intersection improvements identified (i.e. future need for signalization).

The calculated proportionate share of the cost to make the required transportation mitigation improvements is \$3,378,700 to mitigate impacts from Phase 1.

Under the DRI statutes and rules, the developer could simply pay the County \$3,378,700 to satisfy their transportation proportionate share for Phase I of the DRI. However, this would result in the County then having to identify additional funding sources (i.e. other developments, impact fees, etc.) to make up the difference between the proportionate share payment and the actual cost to construct the required transportation improvements. Alternatively, the County could allow the developer to pipeline the proportionate share obligation to construct a transportation improvement that would provide some mitigation to the DRI. In the pipeline scenario, the developer is responsible for the full cost of the design, permitting, and construction of the transportation improvement.

In negotiations with the Developer; County staff, City staff, and FDOT staff concurred with the pipelining of the transportation proportionate share to make an enhanced improvement to the US 301 and C-468 intersection. This enhanced improvement exceeds the minimum safety improvement required by FDOT. The enhanced improvement will reconfigure the existing intersection of US 301 and C-468 to include construction of a four-lane median divided urban road section along a segment of C-468, a turn lane, acceleration lane, deceleration lane along US 301, and future installation of a traffic signal.

Under the proposed transportation proportionate share agreement for the DRI, the Developer will have the full responsibility, including financing, for the design, permitting, and construction of the pipelined transportation improvements. The only financial obligation of the County under the proposed transportation proportionate share agreement is the acquisition of right-of-way along C-468 (the Developer will donate the needed right-of-way at no cost to the County along their frontage) and the cost of any environmental remediation that may be required due to the condition of the acquired right-of-way.

The proposed transportation proportionate share agreement also provides for the Developer to enter into a separate road impact fee agreement to reimburse or credit the Developer for the construction of the pipelined transportation improvements, not to exceed 100% of the road impact fee revenue generated by the DRI.

Future phases of the DRI will undergo additional transportation modeling and monitoring. Depending on the results of the modeling and monitoring, future transportation proportionate share agreements may be required to address the transportation mitigation of the future phases.

Because Phase 1 of the DRI adversely impacts transportation facilities under the jurisdiction of the County and FDOT, both parties are signatories to the proposed transportation proportionate share agreement. The City of Wildwood is also a signatory since the DRI is located within the city.

**TRANSPORTATION PROPORTIONATE SHARE AGREEMENT
WILDWOOD SPRINGS DEVELOPMENT OF REGIONAL IMPACT
CITY OF WILDWOOD, FLORIDA**

This **TRANSPORTATION PROPORTIONATE SHARE AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILDWOOD SPRINGS, LLC**, a Florida limited liability company, with a mailing address of 5850 T.G. Lee Boulevard, Suite 200, Orlando, FL 32822 (the "**Developer**"), the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (the "**City**"), **SUMTER COUNTY**, a political subdivision of the State of Florida (the "**County**"), and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("**FDOT**").

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of the Wildwood Springs Development of Regional Impact ("**DRI**") located on real property in the City of Wildwood, Florida, which property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, the Property is proposed to be developed in accordance with the development order for the DRI approved by the City on October 30, 2008, as amended by the Amended and Restated Development Order approved by the City on _____, 2011, as the same may be amended from time to time (collectively, the "**Development Order**"); and

WHEREAS, the Development Order for the DRI stipulates that specific transportation improvements (the "**Needed Transportation Improvements**") described and set forth on **Exhibit "B,"** attached hereto and incorporated herein, are required in order to adequately mitigate for the transportation impacts of development of Phase 1 of the DRI ("**Phase 1**"); and

WHEREAS, the Development Order provides mechanisms, including a proportionate share payment pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C., to enable Developer to meet its obligations relative to the Needed Transportation Improvements; and

WHEREAS, pursuant to this Agreement, the Developer will be deemed to have met its obligations relative to the Needed Transportation Improvements by assessing Phase 1 a proportionate share of the cost of constructing the Needed Transportation Improvements pursuant to, and in a manner consistent with, the proportionate share mechanism provided for in the Development Order, Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

WHEREAS, pursuant to this Agreement, the Developer has made a binding commitment to cause to be paid the proportionate share of the cost of the Needed Transportation Improvements required for Phase 1; and

WHEREAS, pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C., the City, County and FDOT have agreed to accept said proportionate share payment as adequately mitigating the transportation impacts of Phase 1 on all significant and adversely impacted state and regional roadways within their maintenance jurisdictions through build-out of Phase 1, as required by Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

WHEREAS, the parties have reached an agreement as to the amount of the proportionate share payment, and the City, County, and FDOT have agreed to accept said payment, to be provided by Developer in the form and manner set forth more fully below, in full satisfaction of all conditions relating to transportation mitigation through build-out of Phase 1 and in full satisfaction of all conditions relating to transportation concurrency through build-out of Phase 1, all in accordance with the Development Order, Rule 9J-2, F.A.C., Chapters 163 and 380, F.S., and the City's concurrency management ordinance(s).

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant, stipulate and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. Proportionate Share Calculation. The parties do hereby acknowledge and agree that Three Million Three Hundred Seventy-Eight Thousand Seven Hundred Dollars (\$3,378,700.00), is the proportionate share payment amount ("**Developer's Proportionate Share**") required under the Development Order, Rule 9J-2, F.A.C., and Chapters 163 and 380, F.S., to mitigate the transportation impacts through build-out of Phase 1, as determined pursuant to the calculations set forth in Exhibit "B."

3. Pipelining of Developer's Proportionate Share. In order to maximize the value of Developer's contributions hereunder and ensure the construction of regionally-significant transportation improvements in a manner that coincides with development of Phase 1, the Developer's Proportionate Share shall be allocated (i.e., pipelined) to those Needed Transportation Improvements shown on Exhibit "C" attached hereto and incorporated herein (the "**Pipelined Facilities**"). The method of payment of Developer's Proportionate Share, including the timing and manner of funding for, or construction of, the Pipelined Facilities, shall be as set forth in Section 4 below.

The parties acknowledge and agree that the pipelining of Developer's Proportionate Share to the Pipelined Facilities is authorized by, and is consistent with, the Development Order, Chapters 380 and 163, F.S., and Rule 9J-2, F.A.C. The parties further acknowledge and agree that Developer shall have no obligation in subsequent phases of the DRI to mitigate for

transportation impacts (i.e., trips) that are otherwise mitigated for pursuant to this Agreement, nor shall Developer be penalized when developing subsequent phases of the DRI for pipelining Developer's Proportionate Share obligations from the Needed Transportation Improvements to the Pipelined Facilities. In no event shall Developer be responsible for the additional cost of reducing or eliminating backlogs as defined in Section 163.3180(12)(b), Florida Statutes.

4. Payment of Developer's Proportionate Share. The Developer's Proportionate Share shall be allocated (i.e., pipelined) to the Pipelined Facilities in the amounts identified on Exhibit "C" and in the manner and schedule set forth below.

(a) Regional Transit Study. The Developer shall participate in a regional transit study being conducted by the Lake-Sumter MPO. The Developer, along with the developers of other developments-of-regional-impact in the area surrounding the Property, will fund the cost of the study. The Developer will pay its pro rata share of the study, not to exceed \$50,000.00, to the County within thirty (30) business days of written demand thereof from Lake-Sumter MPO, but no sooner than ninety (90) days after the effective date of the Development Order.

(b) US 301/CR 468 Intersection Improvements. In accordance with the Terms & Conditions attached hereto and incorporated herein as Exhibit "F", the Developer shall be required to commence construction of the intersection improvement at US 301 and CR 468 (the "**Intersection Improvement**") when specific development thresholds have been reached for Phase 1 of the DRI as set forth in Trigger 1, Trigger 2 and Trigger 3 of the Proportionate Share Pipeline Commencement Trigger Matrix attached hereto and incorporated herein as **Exhibit "D"**. Developer shall construct the Intersection Improvement in a manner generally consistent with the concept plan shown on **Exhibit "E"**, attached hereto and incorporated herein, and in

accordance with Section 6 below. The Intersection Improvement generally involves the reconfiguration of the existing intersection at CR 468 and US 301, including the construction of a four-lane median-divided urban road section along a segment of CR 468, a turn lane, acceleration lane and deceleration lane improvement along a segment of US 301, and the eventual installation of a traffic signal device at said intersection. Developer, in addition to complying with the Terms & Conditions (Exhibit "F") may not commence construction of the Intersection Improvement until the plans and the construction schedule for said improvements have been reviewed and approved by the County and the FDOT. Review and approval of the plans shall not in any way or manner relieve the Developer or the Engineer of Record of any responsibility associated with said plans nor shall review and approval by the County or the FDOT shift any responsibility whatsoever to the County or the FDOT for the plans or the construction of the Intersection Improvement until the Intersection Improvement is completed and turned over to the County and/or FDOT. Once commenced, Developer shall complete construction of the Intersection Improvement in a diligent and timely manner and in accordance with the project schedule.

The County agrees to commence and process the vacation, for the benefit of the Developer, that portion of CR 468 identified by a series of "X's" on Exhibit "E" (the "Unused Right-of-Way") once the Intersection Improvement is constructed and open for traffic.

5. Right-of-Way Dedication. If and when the County commences the four-laning of CR 468 along the boundary of the Property, the Developer agrees to dedicate right-of-way to the County from the Property sufficient for the widening of CR 468 to a right-of-way width agreed to between the County and Developer but not to exceed eighty (80) feet measured from the existing centerline of CR 468 (for a maximum right-of-way width of 160 feet). Where the

Property abuts only one side of CR 468, the Developer shall be responsible for only one-half of the total right-of-way width, as measured from the centerline of the existing road. The Developer shall have no obligation to dedicate said right-of-way until the contract is awarded for the construction phase of the road-widening project along the Property boundary. In the event additional right-of-way is requested by the County for the construction of CR 468 beyond the eighty (80) feet measured from the existing centerline of CR 468, the County and Developer may enter into a separate agreement to address such additional right-of way needs. The Developer agrees to dedicate any needed right-of-way on CR 468 and US 301 for the Intersection Improvement, to the extent such right-of-way is owned by Developer as of the effective date of this Agreement.

6. Design, Permitting and Construction of the US 301/CR 468 Intersection. The design, permitting, and construction of the Intersection Improvement at US 301/CR 468 by the Developer shall proceed in accordance with the Terms & Conditions attached hereto as Exhibit F and the further conditions set forth below. In the event of a conflict between the Terms & Conditions and the conditions set forth in (a) – (k) below, the conditions set forth in (a) – (k) shall prevail unless the conflict is on a state facility in which case the Terms & Conditions attached as Exhibit F shall prevail. In the event additional Right of Way is required for the Intersection Improvement beyond what is currently owned or controlled by Developer, FDOT or the County, the parties agree to the extent feasible to make adjustments to the design of the intersection to eliminate and or minimize the need for additional Right of Way.

(a) Project Plans and Approvals. The Developer shall retain a qualified professional engineer licensed to do work in the State of Florida to prepare all final plans and specifications in accordance with and consistent with FDOT and County specifications (“**Plans**”)

and diligently pursue the acquisition of all governmental permits and approvals (“**Approvals**”) necessary for construction of the Intersection Improvement. FDOT specifications shall apply to the segments of improvements located in US 301 and shall include those improvements in CR 468 that are included in the intersection influence area such as turn lanes and tapers that directly tie into US 301. County specifications shall apply for all other improvements outside of this area within CR 468. The Developer shall be entitled to impact fee credits in accordance with Section 7 of this Agreement without regard to whether the Intersection Improvement is constructed to County or FDOT standards and specifications.

(b) Right to Review and Approve the Plans and Approvals. The County and FDOT shall have the right to review and approve the Plans and all applications for Approvals prior to the commencement of construction of the Intersection Improvement. The County and FDOT will exercise good faith and diligent efforts to expedite the review of the Plans and all applications for Approvals for the Intersection Improvement. All Plans and applications for Approval will be reviewed in accordance with standard County and FDOT review processes. The Intersection Improvement shall be constructed in accordance with the Plans, FDOT specifications, and Approvals.

(c) Relocation of Utilities. Utility relocation, if necessary, will be governed by Florida law. The Developer shall be deemed to be acting on behalf of the County or the FDOT, depending on the jurisdiction of the roadway. If, in accordance with law, the County or the FDOT would be responsible for the cost of relocation, then the Developer shall be responsible for the relocation cost as a cost of the Intersection Improvement.

(d) Other Permits and Approvals. The construction of the Intersection Improvement may require various permits from other governmental authorities, which may

include, but are not limited to, authorization under the Clean Water Act by the U.S. Environmental Protection Agency for storm water discharges from construction sites. The Developer is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Intersection Improvement, including permit approvals issued by the United States Army Corps of Engineers, the Southwest Florida Water Management District and the Florida Department of Environmental Protection; provided, however, that the parties shall work cooperatively and assist Developer as necessary to obtain such permits in a timely and cost-effective manner. This Agreement shall constitute the existence of a sufficient interest for Developer to obtain all permits in Developer's name. Upon completion of construction in accordance with this Agreement, the County and/or FDOT shall take an assignment of the operational and maintenance phases of any permits and the Developer shall execute such documents as are necessary to complete such an assignment.

(e) Authorized Representative. The County and FDOT shall each appoint and authorize a single individual to serve as its representative to coordinate and manage the review of Developer's construction of the Intersection Improvement. The individual or that individual's delegate shall have the authority to act on behalf of the County or FDOT in all matters relative to construction of the Intersection Improvement and his or her approval shall be binding on the County or FDOT. The Developer shall notify each of the County's and FDOT's representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. Each of the County and FDOT shall specify its representative for this project prior to the commencement of construction.

(f) Inspection. The Developer shall hire a CEI firm that is pre-qualified by FDOT to provide construction engineering, inspection, and Verification Testing (VT) for the

Intersection Improvement, which services shall be performed in accordance with County and FDOT specifications. Should a matter arise that requires resolution testing, as that term is defined by the County, the Developer shall utilize an AASHTO accredited laboratory to perform such resolution testing. All testing results shall be provided to the County's and FDOT's representatives. The County and FDOT shall have the right, but not the obligation, to perform its own independent testing from time to time during the course of the construction at no additional expense to Developer.

(g) Construction Progress. The County and/or FDOT may request and shall be granted a conference with Developer, the engineer of record, the Developer's CEI firm and/or Developer's contractor, to discuss any part of the work that County or FDOT determines to be inconsistent with the Plans and Approvals. After such a meeting, if County and/or FDOT determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) the County and/or FDOT will notify Developer in writing of its determination of inconsistency, specifying the inconsistencies; (2) within seven days of such notification, Developer will propose a corrective action with a time frame for accomplishing same; (3) upon approval of the proposed corrective action by County and/or FDOT (not to be unreasonably withheld, conditioned or delayed), Developer will monitor the corrective action and provide status reports to County and FDOT at such intervals as are reasonable based on the corrective action undertaken; (4) County and/or FDOT may, but is not obligated to, review independently the progress of the corrective action; (5) if County and/or FDOT determines the corrective action is not being done sufficiently, it shall notify Developer in writing that the operation will cease within seventy-two hours; and (6) within seventy-two hours after receipt of such notice from County and/or FDOT, Developer will stop all work until an

acceptable resolution is reached. If the County and/or FDOT determines a condition exists which threatens the public's safety, the County and/or FDOT may, at its discretion, issue an immediate stop work order.

(h) Maintenance of Traffic. Consistent with FDOT specifications and with the plans, Developer shall have the obligation to establish and to monitor the maintenance of traffic and construction operation during the course of the work so that the safe and efficient movement of the traveling public is maintained. Developer is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Developer shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with County and FDOT requirements or specifications.

(i) Certification. Upon completion of the work in accordance with this Agreement, the Developer shall furnish a set of "as built" drawings certified by an engineer that the necessary improvements have been completed in accordance with the Plans and Approvals, as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the Plans and Approvals, or otherwise conform to or meet generally accepted professional practices. The Developer shall also prepare and submit all required certifications to permitting agencies. In addition, Developer shall, at such time, provide the County and/or FDOT with copies of records from the project as the County and/or FDOT may request.

(j) Contamination. In the event contaminated soil is encountered within the public right of way, the Developer shall immediately cease work and notify the County or FDOT, as applicable. The County or FDOT, as applicable, shall coordinate with the appropriate agencies and notify the Developer of any required action related thereto. The County and FDOT shall work with the Developer to determine most feasible action to address contaminated soils including potential design adjustments to avoid such conflicts. The project schedule shall be automatically adjusted to reflect time required to complete such action.

(k) Competitive Bidding Not Required. The parties acknowledge and agree that, pursuant to Section 380.06(15)(d)4, F.S., the Developer is not required to utilize the competitive bidding or negotiating procedures for selection of a contractor or design professional for any part of the construction or design of the Intersection Improvement.

7. Impact Fee Credits. The County and City agree that Developer shall be entitled to road impact fee credits and reimbursement, or credits and reimbursement from the statutorily or locally adopted equivalent of road impact fees, for the full value of Developer's Proportionate Share and other contributions herein required in excess of Developer's Proportionate Share, the value of which may include any and all costs relating to design, permitting, and construction of the Intersection Improvement, utilities relocation, soil remediation and costs incurred by Developer in acquiring additional right-of-way, if necessary; provided, however, that Developer shall not be entitled to impact fee credits for right-of-way owned by the Developer as of the date of this Agreement and later dedicated by Developer for construction of the Intersection Improvement. Developer and the County intend to enter into a separate road impact fee agreement to further document Developer's entitlement to such credits and reimbursement.

8. Satisfaction of DRI Transportation Improvement Requirements. Upon execution of this Agreement and subject to Developer's compliance with the terms and conditions set forth herein, the County, City, and FDOT hereby acknowledge and agree on the following:

(a) the Developer is deemed to have satisfied all requirements under the Development Order, Chapter 380, F.S., and Rule 9J-2, F.A.C., for the mitigation of the traffic impacts of the DRI through build-out of Phase 1;

(b) the Developer is deemed to have satisfied all transportation concurrency requirements under the City's Code of Ordinances and Land Development Code and Section 163.3180, F.S.; and

(c) the Developer is entitled under Chapters 163 and 380, F.S., and Chapter 9J-2, F.A.C., to fully and completely develop Phase 1 through build-out, without regard to whether the Needed Transportation Improvements are actually constructed (with the exception of the Intersection Improvement), and without regard to whether, in the absence of this Agreement, Phase 1 fails to satisfy transportation concurrency at the time of development.

9. Community Development District. Any or all of Developer's funding and/or construction-related obligations set forth in this Agreement may be performed by a community development district created for the DRI pursuant to Chapter 190, F.S. In addition, and without limiting the foregoing, the Developer may perform any financial and/or construction-related obligation herein and be reimbursed by a community development district created for the DRI pursuant to Chapter 190, F.S.

10. Governing Law/Binding Effect. This Agreement shall be interpreted and

governed by Florida Law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

11. Remedies. The parties hereto shall have all legal and equitable rights and remedies provided by Florida law with respect to the enforcement of this Agreement.

12. Notice of Default. The parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

13. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph):

For City of Wildwood:

Attn: Robert Smith, Esq., City Manager
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

With a Copy to:

Jerri A. Blair, Esq.
Jerri A. Blair, P.A.
P.O. Box 130
Tavares, FL 32778

For Sumter County:

Attn: Bradley Arnold, Sumter County Administrator
7375 Powell Road
Wildwood, FL 34785

With a Copy to:

George Angeliadis, Esq
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

For Florida Department of Transportation

Florida Department of Transportation
Attn: Dan McDermott, Esq.
719 S. Woodland Blvd.
DeLand, FL 32720

With a Copy to:

Florida Department of Transportation
Attn: John Moore
133 S. Semoran Blvd
Orlando, FL 32807

For Developer:

Wildwood Springs, LLC
Attn: Dean Barberree
5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822

With a Copy to:

Chris Roper, Esq.
Akerman Senterfitt
Post Office Box 231
Orlando, Florida 32802

14. Amendments. No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

15. Assignability. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with title to the Property, binding upon and inuring to the benefit of Developer and its successors and assigns. Developer shall have the right to assign its rights and obligations under this Agreement to any of its successors in title to all or any part of the Property and, upon any such assignment, Developer shall thereupon be released and discharged from any and all obligations arising under this Agreement and such successor in title shall be responsible for the timely and competent execution of all obligations arising under this Agreement.

16. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall run with title to the Property and be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

17. Recording. The Developer shall record this Agreement in the Public Records of Sumter County at the Developer's expense.

18. Effective Date. This Agreement shall become effective upon the later of the date it is executed by the last party to it or the effective date of the Development Order

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

20. Force Majeure. No party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise of reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other parties were timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. Developer shall have the right to continue to proceed with development of Phase 1 despite its inability to commence or complete the Intersection Improvement due to a Force Majeure Occurrence.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth hereinbelow.

Witness:

CITY OF WILDWOOD

Printed Name: _____

By: _____

Name: Ed Wolf, Mayor

Title: Mayor

Printed Name: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Ed Wolf, as Mayor, on behalf of **City of Wildwood** He/she ☐ did ☐ did not take oath.

Notary Public

Print Notary Name: _____

My Commission Expires: _____

My Commission Number: _____

☐ Personally known to me; or

☐ Produced _____
as identification

Witness:

SUMTER COUNTY:

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____, on behalf of **Sumter County**. He/she ☐ did ☐ did not take oath.

Notary Public
Print Notary Name: _____
My Commission Expires: _____
My Commission Number: _____

☐ Personally known to me; or
☐ Produced _____
as identification

Developer

Wildwood Springs, LLC, a Florida limited liability company

By: CROSLAND WILDWOOD
SPRINGS, LLC, a North Carolina
limited liability company, as its
Operating Manager

By: CROSLAND WILDWOOD
SPRINGS INVESTORS, LLC, a
North Carolina limited liability
company as its Manager

By: CROSLAND MANAGER,
LLC, a North Carolina limited
liability company, as its Manager

By: _____
Name: _____
As Its: _____
Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____ as _____ of Crosland
Manager, LLC, the Manager of Crosland Wildwood Springs Investors, LLC, the Manager of
Crosland Wildwood Springs, LLC, the Operating Manager of Wildwood Springs, LLC, on
behalf of the company, who has produced _____ as identification or is
personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

Witness:

**FLORIDA DEPARTMENT OF
TRANSPORTATION:**

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed name: _____

Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____ as _____, on behalf of the **Florida
Department of Transportation** who has produced _____ as identification
or is personally known to me.

Notary Public, State of _____

Commission # _____

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

The East 1/2 of the East 1/2 and the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 and the South 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 all in Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The South 325 yards of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northwest 1/4, LESS the Northeast 1/4 of the Northeast of the Northwest 1/4; and the North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4, LESS 5 acres in the Northwest corner and LESS Begin at the Northwest corner of the Northwest 1/4 of the Northeast 1/4, run South 466 feet 8 inches for point of beginning, thence run South 210 feet, thence East 210 feet, thence North 210 feet, thence West 210 feet to the point of beginning; all in Section 32, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4, all in Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

LESS Road Right-of-Ways lying within the above described parcels.

And LESS those parcels described in Deed to Sumter County, Florida recorded in O.R. Book 950, Page 54, Public Records of Sumter County, Florida.

TOGETHER WITH

The North 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

Less any portion thereof claimed by Sumter County, Florida for the maintenance of County Road 505.

TOGETHER WITH

The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida, Less the North 278.68 feet of the West 163.00 feet of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida; Less the right of way for County Road No. 468 across the North side thereof.

TOGETHER WITH

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; Less right of way for Highway 468.

AND

From the South Quarter corner of Section 30, Township 19 South, Range 23 East, Sumter County, Florida, run North 00 degrees 07 minutes 02 seconds West along the East line of the Southwest Quarter of said Section 30, a distance of 34.05 feet to the North right-of-way of Highway 468 and the Point of Beginning; thence South 89 degrees 54 minutes 25 seconds West 942.29 feet to the intersection of the North right-of-way of Highway 468 and the Southeasterly right-of-way of Highway 301; thence by the Southeasterly right-of-way of Highway 301, along a curve to the left having a radius of 1486.18 feet, 1022.51 feet to a point; thence run North 89 degrees 58 minutes 05 seconds East 162.41 feet; thence run South 00 degrees 07 minutes 02 seconds West 630.01 feet to the Point of Beginning.

LESS that portion conveyed to the State of Florida Department of Transportation by Deed recorded June 25, 1990 in Official Records Book 401, Page 26, described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; run North 0 degrees 02 minutes 01 seconds West along the East line of said Southwest Quarter a distance of 33.65 feet to the Northerly existing right-of-way line of County Road 468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 942.26 feet to the intersection of said Northerly right-of-way line and the Southeasterly existing right-of-way line of State Road 35 (U.S. 301) for the Point of Beginning, said point being the beginning of a curve along State Road 35 concave Northwesterly and having a radius of 1482.70 feet and a chord bearing of North 69 degrees 34 minutes 18 seconds East; thence run Northeasterly along the arc of said curve through a central angle of 02 degrees 25 minutes 58 seconds a distance of 62.96 feet for the end of said curve; thence, departing the Southeasterly existing right-of-way line of State Road 35, South 01 degrees 26 minutes 29 seconds West 21.99 feet to the Northerly existing right-of-way line of County Road

468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 58.44 feet to the Point of Beginning. Altogether Containing 1047.51 acres more or less.

Exhibit "B"

Needed Transportation Improvements Exhibit

Wildwood Springs DRI Phase 1

Roadways	Segment	Improvement	Total Cost	Developer's Proportionate Share \$
US 301	CR 470 (East) to CR 470 (West)	4 Lane Divided	\$6,250,000	\$503,700
CR 470	CR 501 to Florida's Turnpike	4 Lane Divided	\$35,500,000	\$1,336,200
Intersections	Control	Improvement		
US 301 @ CR 470 W	Signalized	Add EBL lane Signal re-timing	\$210,000	\$66,000
US 301 @ SR 44	Signalized	Signal re-timing	\$10,000	\$10,000
US 301 @ Tpk (SB off-ramp)	Stop	Conduct Warrant Install Signal	\$220,000	\$132,000
US 301 @ SR 471	Stop	Conduct Warrant Install Signal	\$220,000	\$44,000
US 301 @ CR 468	Stop	Conduct Warrant Install Signal	\$220,000	\$176,000
US 301 @ Jarell Avenue	Stop	Conduct Warrant Install Signal	\$220,000	\$44,000
SR 44 @ CR 468	Stop	Conduct Warrant Install Signal	\$220,000	\$66,000
CR 470 @ CR 501	Stop	Conduct Warrant Install Signal	\$220,000	\$44,000
CR 468 @ CR 501	Stop	Conduct Warrant Install Signal	\$220,000	\$88,000
Intersection - Safety Improvement	Control	Improvement		
US 301 and CR 468 ("Intersection Improvement")	Stop	Realign Intersection (Refer Below)	\$1,364,700	\$818,800
		Add Turn Lanes		
Regional Transit Study				
		Transit Study	\$50,000	\$50,000
Total (Including Developer's proportionate share of signalization costs for currently unwarranted intersections 3-9)			\$44,924,700	\$3,378,700

Intersection Proportionate Share Calculation:

Intersection	Proposed Improvement	Intersection Project Trips	Proportionate Share	Total Cost	Prop. Share Cost
US 301 @ CR 470 W	Add EBL lane Signal re-timing	84	31%	\$210,000	\$66,000
US 301 @ SR 44	Signal re-timing	336	100%	\$10,000	\$10,000
US 301 @ Tpk (SB off-ramp)	Conduct Warrant Install Signal	394	60%	\$220,000	\$132,000
US 301 @ SR 471	Conduct Warrant Install Signal	117	20%	\$220,000	\$44,000
US 301 @ CR 468	Realign Intersection Add Turn Lanes Install Signal	510	80%	\$220,000	\$176,000
US 301 @ Jarell Avenue	Conduct Warrant Install Signal	94	20%	\$220,000	\$44,000
SR 44 @ CR 468	Conduct Warrant Install Signal	220	30%	\$220,000	\$66,000
CR 470 @ CR 501	Conduct Warrant Install Signal	155	20%	\$220,000	\$44,000
CR 468 @ CR 501	Conduct Warrant Install Signal	395	40%	\$220,000	\$88,000
Total				\$1,760,000	\$670,000

Exhibit "C"

Allocation of Developer's Proportionate Share Exhibit

Wildwood Springs DRI Phase 1

Improvement		Projected Cost Allocation	Allocation From Developer's Proportionate Share	Contribution in Excess of Developer's Proportionate Share
Other/Studies				
Transit Study	Study Contribution	\$50,000	\$50,000	\$0
Intersection	Improvement			
US 301 and CR 468	Capacity Creating - 4 lane divided urban section of CR 468; Turn lanes on US 301; Traffic Signal Total Intersection (LRE) Cost	\$3,917,110		
Allocation: Intersection Improvement	Full Intersection Road Construction	\$3,697,110	\$3,328,700	\$368,410
Signal Improvement	Conduct Warrant / Install Signal (Signal +/- \$220,000)	\$220,000	\$0	\$220,000
	Net Developer Contribution	\$3,917,110	\$3,328,700	\$588,410
Total Developer Contribution (including cost of unwarranted signals)			Prop Share	Excess
			\$3,378,700	\$588,410

Exhibit "D"

Wildwood Springs - Proportionate Share Agreement Commencement Trigger

Phase 1 - Land Use

			Trip Rate	Net Ext. Trips
Residential SF	850	Units	0.84	714
Residential MF	150	Units	0.64	96
Office	0	SF/1,000	16.8	0
Med - Den. Office	0	SF/1,000	3.8	0
Retail	10,000	SF/1,000	10	100
Total Phase 1 Trips				910

Trigger 1 - CR 468 and US 301 Intersection (preparation of design plans)

			Trip Generation	Total
Residential SF	200	Units	0.84	168
Residential MF	0	Units	0.64	0
Office	0	SF/1,000	16.8	0
Med - Den. Office	0	SF/1,000	3.8	0
Retail	0	SF/1,000	10	0
				168

If net external trips are greater than 168 then the threshold has been achieved

Trigger 1 thresholds identify the need to commence the design plans for the Intersection Improvement, which plans are subject to FDOT approval per the Agreement. The Trigger 1 development threshold is assumed to be 200 single family units. This assumption can be modified using conversion table below. In determining whether thresholds have been met, trips are calculated based on rates shown in this Exhibit, not field counts.

Trigger 2 - CR 468 and US 301 Intersection (Improvement Construction)

			Trip Generation	Total
Residential SF	300	Units	0.84	252
Residential MF	0	Units	0.64	0
Office	0	SF/1,000	16.8	0
Med - Den. Office	0	SF/1,000	3.8	0
Retail	5,000	SF/1,000	10	50
				302

If net external trips are greater than 302 then the threshold has been achieved

Trigger 2 thresholds identify the need for construction of the Intersection Improvement. Trigger 2 development threshold is assumed to be 300 single family units and 5,000 square feet of retail. This assumption can be modified using conversion table below. In determining whether thresholds have been met, trips are calculated based on rates shown in this Exhibit, not field counts.

Trigger 3 - CR 468 and US 301 Intersection (Intersection Signalization)

Following completion of the Intersection Improvement, the Trigger 3 threshold shall be met when an engineering study shows that the signal is warranted and when the FDOT has approved the intersection for signalization. In the case where the applicant is requesting signalization, the applicant will be responsible for providing the FDOT the needed engineering study. The applicant will be responsible to conduct one engineering study (signal warrant analysis) if requested by the FDOT.

* Total Trips shall be calculated at the time that Certificates of Occupancy are received.

** The following development conversion matrix can be used to convert between alternate development program

Wildwood Springs DRI - Land Use Conversion Matrix

Change To:	Residential SF	Residential MF	Office	Med.-Den. Office	Retail
Change From:					
Residential SF	N/A	1.39 du/du	47 sf/du	208 sf/du	122 sf/du
Residential MF	0.72 du/du	N/A	34 sf/du	150 sf/du	88 sf/du
Office	21.27 du/ksf	29.47 du/ksf	N/A	4421 sf/ksf	2597 sf/ksf
Med.-Den. Office	4.81 du/ksf	6.67 du/ksf	226 sf/ksf	N/A	587 sf/ksf
Retail	8.19 du/ksf	11.35 du/ksf	385 sf/ksf	1703 sf/ksf	N/A

Exhibit "E"

Intersection Improvement

Wildwood Springs DRI Phase 1

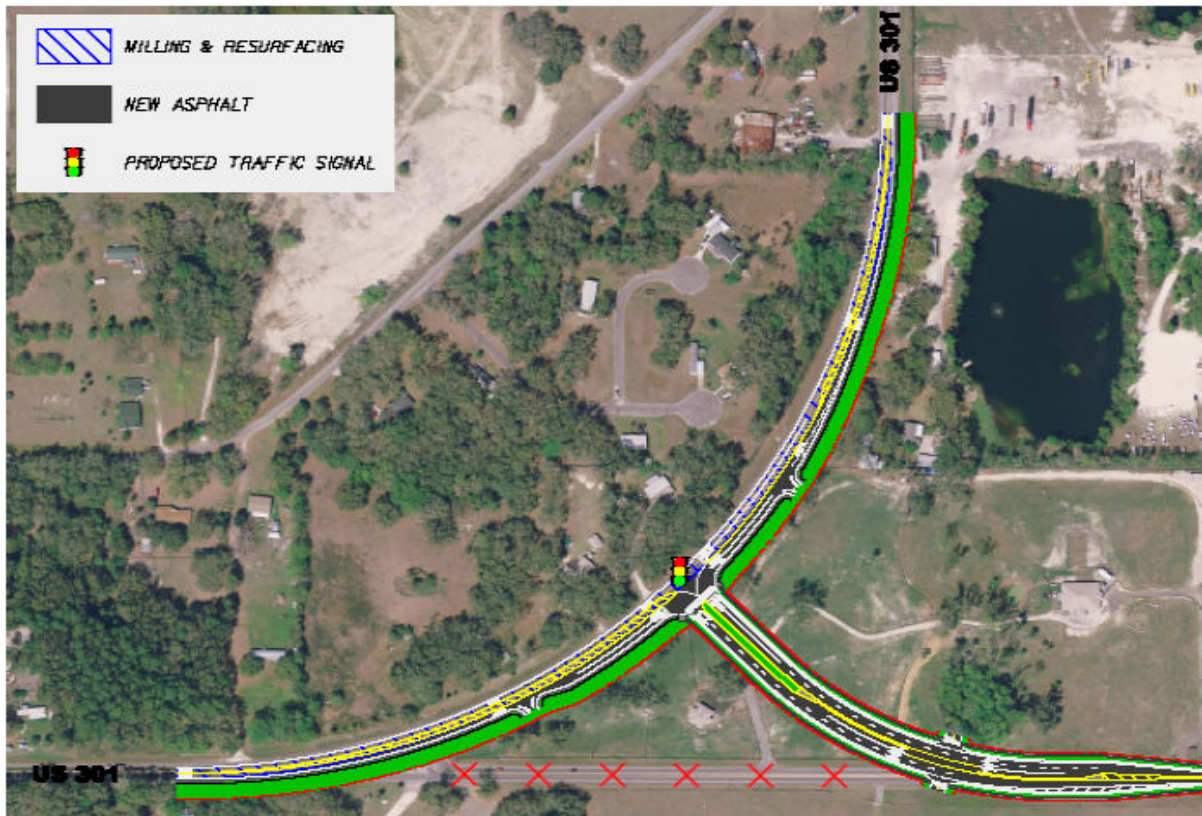


Exhibit "F"

TERMS & CONDITIONS OF CONSTRUCTION

1. The DEVELOPER is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Intersection Improvement (as described more fully in the Agreement). The Intersection Improvement shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT, except where the Agreement requires the Intersection Improvement to be constructed to County specifications. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Intersection Improvement, the DEVELOPER shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The DEVELOPER shall be responsible to maintain the area of the Intersection Improvement at all times during construction of the Intersection Improvement. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Intersection Improvement shall be in favor of the DEPARTMENT. The DEVELOPER shall assure that the Engineer of Record shall perform all necessary post-design services that may be required for the Intersection Improvement.

2. The DEVELOPER shall have the affirmative responsibility to locate all existing utilities, both aerial and underground, and all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The DEVELOPER shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the DEVELOPER shall assure that utility work schedules are obtained for the Intersection Improvement.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The DEVELOPER is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Intersection Improvement. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the DEVELOPER will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the DEVELOPER and/or SUMTER COUNTY to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or SUMTER

COUNTY right-of-way nor the placing of facilities upon DEPARTMENT and/or SUMTER COUNTY land shall operate to create or vest any property right in the DEVELOPER or SUMTER COUNTY except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of DEVELOPER'S activities pursuant to this Agreement. The DEVELOPER shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The DEVELOPER shall utilize only a DEPARTMENT prequalified prime contractor for the Intersection Improvement.

8. The DEVELOPER shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Intersection Improvement. The CEI firm shall not be the same firm as that of the Engineer of Record for the Intersection Improvement.

9. The DEVELOPER shall require its contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The DEVELOPER shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the DEVELOPER shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the DEVELOPER and at the DEVELOPER'S option, the DEVELOPER'S CEI firm, to discuss any part of the Intersection Improvement that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The DEVELOPER will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The DEVELOPER shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Intersection Improvement so that the safe and efficient movement of the traveling public is maintained. The DEVELOPER is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the DEVELOPER shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Intersection Improvement area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and

Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The DEVELOPER may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Intersection Improvement.

13. Prior to the Intersection Improvement bidding, the DEVELOPER shall provide a project schedule that includes, at a minimum, the date the Intersection Improvement will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference; provided, however, that the DEVELOPER is under no obligation to bid the Intersection Improvement pursuant to § 380.06(15)(d)4, Fla. Stat.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the DEVELOPER. The DEPARTMENT will, upon request and a showing of necessity by the DEVELOPER, subject to the District Secretary's approval and execution of a Resolution of Necessity to authorize such action, exercise the power of eminent domain to acquire the property interests necessary for the completion of the US 301 / State Road 35 section of the Intersection Improvement. The COUNTY will, upon request and a showing of necessity by the DEVELOPER, exercise the power of eminent domain to acquire the property interests necessary for the completion of the CR 468 portion of the Intersection Improvement.

15. Upon completion of the work in accord with the Plans, the DEVELOPER shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the DEVELOPER shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Intersection Improvement shall be deemed accepted by and turned over to the DEPARTMENT and/or the COUNTY, as applicable.

16. In the event contaminated soil is encountered by the DEVELOPER or anyone within the DEPARTMENT right of way, the DEVELOPER shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the DEVELOPER of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the DEVELOPER as of the date of this Agreement. Construction of the Intersection Improvement will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's and/or COUNTY's, as applicable, Right of Way Manager.

18. If applicable, the DEVELOPER shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.